

**Memorandum of Understanding
License for use of
Rockville Land for College Smoking Area**

This Memorandum of Understanding (“MOU”) made this _____ day of _____, 2009, by and between Montgomery College (“College”) and City of Rockville (“City”).

WHEREAS, the College desires to maintain a smoking area off its Rockville campus in accordance with its “No Smoking” policy in such a location as to minimize interference with certain neighbors; and,

WHEREAS, the College has identified a certain site (the “Site”) that is contiguous to the Rockville campus and that will serve this purpose, that Site being the site that is described and depicted on attached Exhibits A and B; and,

WHEREAS, the College has determined that such Site is owned by the City; and,

WHEREAS, the City, in a spirit of cooperation with the College and in an attempt to meet certain of the concerns of certain of its citizens, agrees to grant to the College a revocable license to use the Site pursuant to the terms of this MOU; and,

WHEREAS, the College agrees to comply with the terms of this MOU with the City.

NOW, THEREFORE, the parties to this MOU agree as follows:

1. The City agrees to grant to the College a bare license for use of the Site as depicted in Exhibits A and B in accordance with the terms and conditions of this MOU.
2. This license for use shall be revocable by the City upon 24 hour written notice to the College.
3. The College agrees to improve the Site to make it appropriate and attractive for use by smokers from the Rockville campus, including but not limited to erection of fences or other barriers to define the area, landscaping and seating, containers for waste and other improvements (the “Improvements”).
4. The College agrees to maintain the Site and the Improvements in a good and orderly manner, maintaining the neat appearance of the Site and its Improvements at all times.
5. Upon termination or revocation of the license for use of this Site under this MOU, the College agrees to remove the Improvements and restore the Site to its general condition as it existed before this license for use, to the extent practicable (e.g., not required to replant weeds or undergrowth, etc.).

6. Subject to the limitations of the Local Government Tort Claims Act, the College agrees to defend, hold harmless and indemnify the City and its agents and employees from any claims relating to the Site and its use pursuant to the license granted under this MOU. This obligation as to claims related to the Site and its use pursuant to the license from the City shall survive the termination or revocation of the license by the City.

The parties have executed this MOU as of the date first hereinabove appearing:

Montgomery College

City of Rockville

By: _____

By: _____